

FORM OF AGREEMENT OF COMMITMENT INCREASE  
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AGREEMENT OF COMMITMENT INCREASE (the "Agreement"), dated as of \_\_\_\_\_, 19\_\_\_\_, between Nabisco, Inc. (the "Borrower") and \_\_\_\_\_ (the "[New] Bank"). All capitalized terms used herein and not otherwise defined shall have the respective meanings provided such terms in the Credit Agreement referred to below.

W I T N E S S E T H :  
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WHEREAS, the Borrower [is a] [and the Bank are] party to a Credit Agreement, dated as of November 3, 1995 (as amended to the date hereof, the "Credit Agreement"), among Nabisco Holdings Corp. ("Holdings"), the Borrower, various financial institutions from time to time party thereto [(including the Bank)] and the Senior Managing Agents;

[WHEREAS, the Borrower has requested the Bank to increase its Commitment of \$\_\_\_\_\_ under the Credit Agreement to \$\_\_\_\_\_; and

WHEREAS, the Bank, pursuant to the terms and conditions hereof, desires to increase its Commitment of \$\_\_\_\_\_ under the Credit Agreement to \$\_\_\_\_\_];

[WHEREAS, the Borrower has requested the New Bank to become a party to the Credit Agreement with a Commitment of \$\_\_\_\_\_ thereunder; and

WHEREAS, New Bank wishes to become party to, and be bound by each of the provisions of, the Credit Agreement as a "Bank" with a Commitment equal to the amount set forth in the previous recital;]

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Commitment. [The New Bank hereby agrees to become party to, \_\_\_\_\_ and be bound by, each of the provisions of the Credit Agreement with a Commitment equal to \$\_\_\_\_\_. Upon the Agreement Effective Date (as defined below), the New Bank shall become a "Bank" for all purposes of the Credit Agreement and the other Credit Documents

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with the Commitment, and the information contained in Annex I hereto, as so recorded by the Payments Administrator in the Register.] [From and after the Agreement Effective Date (as defined below), the Bank hereby agrees to increase its Commitment of \$\_\_\_\_\_ under the Credit Agreement to \$\_\_\_\_\_.]

2. Note. Upon the Agreement Effective Date (as defined below),  
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the Borrower hereby agrees to execute a Note in favor of the [Bank] [New Bank] in an aggregate principal amount equal to the [Bank's] [New Bank's] Commitment of \$\_\_\_\_\_, and upon receipt of such Note the Bank shall deliver the Note currently in its possession to the Borrower marked "cancelled".

3. Assignments; Participations. The [Bank] [New Bank] may  
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assign all or any part of the rights granted to it hereunder, provided that such assignment complies with the provisions of Sections 12.04(b)(A) and 12.04(c) of the Credit Agreement. The [Bank] [New Bank] may sell or grant participations in all or any part of the rights granted to it hereunder in accordance with the provisions of Sections 12.04(b)(B) and 12.04(c) of the Credit Agreement.

4. Payment of Interest and Fees to New Bank. Interest is  
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payable by the Borrower in respect of New Bank's pro rata share of the Loans at the rates set forth in Section 1.09 of the Credit Agreement, the Facility Fee is payable by the Borrower in respect of the New Bank's daily average Commitment (or after termination of the Total Commitment, of its pro rata share of the outstanding Loans) at the rate set forth in Section 2.01(a) of the Credit Agreement and Utilization Fees are payable by the Borrower, under certain circumstances, at the rate set forth in Section 2.01(b) of the Credit Agreement, in each case, subject to the terms and conditions set forth in the Credit Agreement (Facility Fees and Utilization Fees being hereinafter referred to as the "Fees").]

5. Effectiveness. [(a)] This Agreement shall become effective  
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on the date (the "Agreement Effective Date") on which (i) Borrower and the [Bank] [New Bank] shall have signed a copy hereof (whether the same or different copies) and delivered same to the Payments Administrator, [and] (ii) [the New Bank shall have paid a nonrefundable fee of \$2,500 to the Payments Administrator as required by Section 1.16 of the Credit Agreement and (iii)] the Payments Administrator shall have recorded the [Bank's] [New Bank's] Commitment in the Register.

[(b)] By its execution of this Agreement, the New Bank shall be deemed a "Bank" for all purposes under the Credit Agreement, and shall be subject to and shall benefit from all of the rights and obligations of a Bank under the Credit Agreement and the

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address of the New Bank for notice purposes shall be as set forth opposite its signature below.]

6. Representations and Warranties. (i) Each of the Borrower and

the [Bank] [New Bank] represents and warrants to the other party as follows:

(a) it has full power and authority, and has taken all action necessary, to execute and deliver this Agreement and to fulfill its obligations under, and to consummate the transactions contemplated by, this Agreement;

(b) the making and performance by it of this Agreement and all documents required to be executed and delivered by it hereunder do not and will not violate any law or regulation of the jurisdiction of its incorporation or any other law or regulation applicable to it;

(c) this Agreement has been duly executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms; and

(d) all consents, licenses, approvals, authorizations, exemptions, registrations, filings, opinions and declarations from or with any agency, department, administrative authority, statutory corporation or judicial entity necessary for the validity or enforceability of its obligations under this Agreement have been obtained, and no governmental authorizations other than any already obtained are required in connection with its execution, delivery and performance of this Agreement.

(ii) [New Bank represents and warrants as follows:

(a) it has made its own independent investigation of the financial condition and affairs of each Credit Party in connection with the making of the Loans and its agreement to make a Commitment hereunder and has made and shall continue to make its own appraisal of the creditworthiness of each Credit Party; and

(b) it is an Eligible Transferee which makes loans in the ordinary course of its business, and it will make or acquire Loans for its own account in the ordinary course of such business, provided, that

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subject to Section 12.04(a) through (c) of the Credit Agreement, the disposition of any promissory notes or other

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evidences of or interests in Indebtedness held by the New Bank shall at all times be within its exclusive control.

(iii) The Borrower represents and warrants as follows:

(a) no Event of Default has occurred and is continuing on the date hereof; and

(b) the Credit Rating of the Borrower is [an Increased Investment Grade Rating] [a Maximum Investment Grade Rating] on the date hereof.

7. Expenses. The Borrower and the [Bank] [New Bank] agree that

each party shall bear its own expenses in connection with the preparation and execution of this Agreement.

8. Foreign Withholding. If the New Bank is organized under the

laws of any jurisdiction other than the United States or any state or other political subdivision thereof (a) it represents and warrants to the Payments Administrator and the Borrower that under applicable law and treaties no taxes will be required to be withheld by the Payments Administrator or the Borrower with respect to any payments to be made to New Bank in respect of the Loans and (b) it agrees that it will (i) furnish the Payments Administrator and the Borrower, concurrently with the execution of this Agreement, either U.S. Internal Revenue Service Form 4224, U.S. Internal Revenue Service Form 1001 or U.S. Internal Revenue Service Form W-9 (wherein New Bank claims entitlement to complete exemption from U.S. federal withholding tax on all payments under the Credit Agreement) and, upon the expiration or obsolescence of any previously delivered form, with a new U.S. Internal Revenue Service Form 4224, Form 1001 or Form W-9 and comparable statements in accordance with applicable U.S. laws and regulations and amendments duly executed and completed by New Bank and (ii) comply from time to time with all applicable U.S. laws and regulations with regard to the aforementioned withholding tax exemption.]

9. Miscellaneous.

(a) THE VALIDITY, CONSTRUCTION AND ENFORCEABILITY OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

(b) No term or provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by both parties.

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(c) This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which, taken together, shall constitute one and the same instrument.

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither of the parties hereto may assign or transfer any of its rights or obligations under this Agreement without the prior consent of the other party. The preceding sentence shall not limit the right of the [Bank] [New Bank] to assign all or part of its Commitment and outstanding Loans in the manner contemplated by the Credit Agreement, subject to the provisions of Section 3 hereof.

(e) All representations and warranties made herein and indemnities provided for herein shall survive the consummation of the transaction contemplated hereby.

[(f) The Borrower shall promptly provide the New Bank with copies of the documents received in connection with the transactions contemplated by the Credit Documents and this Agreement.]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

NABISCO, INC.

By \_\_\_\_\_  
Title:

[NAME OF [BANK] [NEW BANK]]

By \_\_\_\_\_  
Title:

Acknowledged this  
\_\_\_\_ day of \_\_\_\_\_, 199\_:

CITIBANK, N.A.,  
as Payments Administrator

By \_\_\_\_\_

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ANNEX I  
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1. Borrower: Nabisco, Inc.  
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2. Date of Credit Agreement: As of November \_\_, 1995.  
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3. Name of [New] Bank:  
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4. Date of Agreement of Commitment Increase: \_\_\_\_\_, 19\_\_.  
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5. Commitment: \$ \_\_\_\_\_  
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6. Notice:  
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Attention:

7. Payment Instructions:  
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Attention:  
Reference:

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